

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NO. <b>PD-77000-2001-0001</b>		PAGE 1 OF <b>22</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. <b>BPD-00-CI-0015</b>	
6. SOLICITATION ISSUE DATE <b>06/21/00</b>		7. FOR SOLICITATION INFORMATION CALL		a. NAME <b>Wayne Jeffers, Contract Specialist</b>		b. TELEPHONE NO. (No collect calls) <b>304-480-6983</b>	
8. OFFER DUE DATE/LOCAL TIME <b>07/21/00 2:00 pm</b>		9. ISSUED BY <b>Department of the Treasury Bureau of the Public Debt Division of Procurement, Room 207 200 Third Street Parkersburg, WV 26101-5312</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: <b>7629</b> SIZE STD: <b>\$5.0 million</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO <b>See herein</b>		16. ADMINISTERED BY <b>Same as block 9</b>			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY <b>Department of the Treasury Bureau of the Public Debt Administrative Accounts Branch PO Box 1328, UNB 6<sup>th</sup> Floor Parkersburg, WV 26101-1328</b>		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES <b>See Attached</b> <small>(Attach Additional Sheets as Necessary)</small>		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32c. DATE				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		40. PAID BY	
				42d. TOTAL CONTAINERS			

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 9000-0136  
Expires: 09/30/98

## CONTINUATION OF STANDARD FORM 1449

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the

purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 related to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS  
(MAY 1999)

CONTRACT TERM

This contract consists of a base period and six ( 6 )option periods, as shown below:

Base Period:	October 1, 2000, through September 30, 2001
Option Period I:	October 1, 2001, through September 30, 2002
Option Period II:	October 1, 2002, through September 30, 2003
Option Period III:	October 1, 2003, through September 30, 2004
Option Period IV:	October 1, 2004, through September 30, 2005
Option Period V:	October 1, 2005, through September 30, 2006
Option Period VI	October 1, 2006, through September 30, 2007

The term of the contract is through September 30, 2007.

#### CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

52.245-1	PROPERTY RECORDS (APR 1984)
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

52.217-9      OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the final 60 days of each contract period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed September 30, 2007.

#### DECREASE IN QUANTITIES

The Government may decrease the quantities of items of equipment maintained under this contract, including reducing quantities of items to zero, by notifying the Contractor in writing at least thirty (30) days prior to the decrease in quantity, unless a shorter notice period is agreed to by the Contractor. Such decrease shall not affect the fixed monthly unit price specified herein for remaining quantities.

#### INCREASE IN QUANTITIES

The Government may increase the quantities of items of equipment maintained under this contract at the same fixed monthly unit price specified herein by notifying the Contractor in writing at least thirty (30) days prior to the increase in quantity, unless a shorter notice period is agreed to by the Contractor.

#### ADDITIONAL ITEMS

In order to maintain the technological currentness of the telephone system, the Government may acquire, during the term of this contract, additional switches or features for existing switches

for which no maintenance price has been established herein. In order to achieve continuity and accountability for maintenance, the Government may add maintenance of such additional items to this contract, at prices to be determined by agreement. The maintenance of such additional items shall be limited to 25% of the aggregate monthly amount.

#### LIMITATION OF QUANTITIES

The quantities of specified items which may be maintained under this contract shall not be limited, except that the net aggregate contract value shall not exceed the amount shown in item 26 of Standard Form 1449 at award.

#### CONTRACTOR INSPECTION OF ADDED EQUIPMENT

The Contractor shall have the right to inspect, test, and witness any installation or modification to equipment prior to accepting such equipment for maintenance under this contract. The Contractor shall not unreasonably withhold acceptance and shall furnish the Government in writing a statement of the reason(s) for non-acceptance of any item of equipment.

#### KEY PERSONNEL

The Contractor shall utilize, to the maximum extent practicable, the key personnel whose resumes were included in the offer. In the event it becomes necessary for the Contractor to substitute key personnel, the Contractor shall substitute personnel with qualifications commensurate with those originally proposed, subject to acceptance by the Government. The Contractor shall submit resumes of substitute key personnel for the Government's review and approval prior to assigning such key personnel.

#### PERSONNEL SECURITY REQUIREMENT

Contractor support personnel will be subject to the current security clearance requirements of the Government, as determined by the Government. The level of clearance required will be determined based on the degree of access, or potential access, to sensitive computerized records and on other risk factors. In order to be granted a security clearance, Contractor employees shall pass a security screening which consists of various background checks, including local police and FBI fingerprint checks.

Information necessary to affect the security screening shall be furnished to the Government on Standard Form 85. In most instances, these forms must be furnished in advance of the date work begins or access is required. Fingerprinting required for screenings will be performed by the Government at the Government's expense.

If Contractor employees have undergone recent security screening and been granted clearances to work on Government installations, proof of those screenings or clearances should be provided to the Government and may, at the Government's discretion, form a basis for granting clearance for work under this contract.

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FEB 2000)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii) Alternate I to 52.219-5.
- ☐ (iii) Alternate II to 52.219-5.
- ☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3));
- ☒ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- ☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23.
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Contracting (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (16) 52.225-1, Buy American Act—Balance of Payments Program—Supplies (41 U.S.C. 10a – 10d).
- ☐ (17)(i) 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a – 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ☐ (ii) Alternate II of 52.225-3.
- ☐ (iii) Alternate III of 52.225-3.
- ☐ (18) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☐ (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ☐ (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ☐ (21) [Reserved]
- ☐ (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ☒ (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ☐ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ☐ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☐ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ☐ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, *et seq.*).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).



\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

\_\_\_\_ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4012);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S. Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

## CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

### DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

#### 1. SCOPE OF CONTRACT (MAINTENANCE FOR VOICE TELECOMMUNICATIONS SYSTEM)

The Contractor shall provide all maintenance services (labor and parts) required to maintain the equipment as specified herein. Such service shall be supplied in conformance with the terms and conditions of the contract.

The prices specified herein shall cover all services provided under this contract, except to the extent that such services are required due to the fault or negligence of the Government; there shall otherwise be no additional charge for services provided hereunder.

The equipment to be maintained includes that specified by make and model at Attachment A. The quantities shown are estimated quantities. The Government will specify actual initial quantities of each item at award.

#### 2. MAINTENANCE

##### 2.a. RESPONSIBILITIES OF THE GOVERNMENT

Government personnel will not perform maintenance or attempt repairs to equipment while such equipment is under the purview of this contract unless agreed to by the Contractor.

Subject to security regulations, the Government will permit access to the equipment which is to be maintained.

The Government will provide adequate storage space for spare parts and working space, including heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for the use of maintenance personnel. These facilities shall be within reasonable distance of the equipment to be serviced and shall be provided at no charge to the Contractor.

The Government will provide time for Contractor-sponsored modifications within a reasonable time after being notified by the Contractor that the modification is ready to be made. The time required to make the modification shall be outside the normal preventive maintenance hours unless another mutually agreeable time is decided upon.

The Government will maintain site requirements in accordance with the equipment environmental specifications furnished by the manufacturer.

##### 2.b. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall provide maintenance (labor and parts), shall keep the equipment in good operating condition, and shall provide alterations in the form of engineering changes, microcode updates, etc., as necessary to maintain technical currentness.

The Contractor shall remotely monitor all system components which are capable, either directly or indirectly, of sending an alarm. The Contractor's monitoring system shall receive and identify such alarms, and shall log all active alarms. The Contractor shall report to the designated Government contact point within one-half hour all alarms announcing problems meeting the definition of critical failure (see below.) The Contractor shall report all other alarms no later than the following business day.

Within 90 days of release to the public, the Contractor shall provide and install new software patches and software version upgrades, including appropriate engineering changes, for all switches and adjuncts.

Maintenance service does not include electrical work external to the equipment, the furnishing of supplies, and adding or removing accessories, attachments, or other devices. It does not include repair of damage resulting from accident, transportation between Government sites, neglect, misuse, failure of electrical power, air conditioning or humidity control or causes other than ordinary use.

Should the Government make alterations or install attachments which affect the maintenance of equipment, the continuation of maintenance service on the affected equipment shall be subject to mutual agreement. Should the alterations or attachments increase or decrease the maintenance costs to the Contractor, adjustments to maintenance charges shall be made on an individual installation basis. If such alterations or attachments create a safety hazard, the Contractor may discontinue maintenance service on the hazardous equipment. In addition, should such be the cause of malfunction or downtime, such downtime shall not be creditable under the clause entitled "Maintenance Credit for Equipment Downtime."

Contractor-sponsored alterations or attachments to the equipment shall be made only with the consent of the Government.

The Contractor shall use common industry identification numbers for all items in all contractor-furnished documentation.

### 3. PLACE OF PERFORMANCE

The place of performance shall be the designated Public Debt facilities at 200 Third Street, Parkersburg, WV 26101; 110 Park Center, Parkersburg, WV 26101; 401 Second Street, Parkersburg, WV 26101; 149 19<sup>th</sup> Street, Parkersburg, WV 26101; 501 Avery Street, Parkersburg, WV 26101; or 999 E Street, NW, Washington, DC 20239; as specified at Attachment A. The Government reserves the right to require service at other facilities which Public Debt may establish in the Parkersburg, WV, or Washington, DC, commuting area.

### 4. PREVENTIVE MAINTENANCE

The Contractor shall perform all recommended preventative maintenance for components. A schedule of preventative maintenance required shall be included with the proposal and shall be incorporated into the contract.

### 5. PRINCIPAL PERIOD OF MAINTENANCE

The principal period of maintenance for each machine is the period during which the Contractor's maintenance personnel shall respond to requests for remedial maintenance made in accordance with this contract.

The principal period of maintenance shall be twenty-four (24) hours per day, seven (7) days per week for system failures defined as critical.

The principal period of maintenance shall be 7:30 a.m. to 5:00 p.m., Monday through Friday, except Federal holidays, for failures which do not meet the definition of critical.

Critical failures are defined as any of the following:

Failure of any major component of any system. Major components include, the switch, common equipment, power supplies, UPS, call accounting system, call management system, IVR's and Voice Mail.

Failure of a component which affects a feature or function which is available to all users.

25% of the trunk circuits in any trunk group are inoperative.

Failure of a management or control component of the system.

Any major alarm as designated by the system administration panel.

25% or more of the trunks and/or station supported by the Lucent technologies voice system's common control are out of service at any time due to the failure of products provided by Lucent Technologies or their business partners.

The common control processor is out of service.

25% or more data peripherals supported by Lucent Technologies voices system's common control are out of service at any time.

## 6. SECURITY REQUIREMENT

The Contractor's personnel gaining remote access to the systems shall utilize Lock/Key security devices or access security guard. Bypassing installed maintenance port security devices is not acceptable. The Government will provide up to five (5) Key security devices for use of Contractor personnel at no cost to the contractor.

## 7. RESPONSE TIME

For critical failures, the Contractor's shall effect corrections remotely, when possible, within one-half hour of the alarm. If the cause of the alarm cannot be corrected remotely, Contractor maintenance personnel shall arrive at the Government installation where remedial maintenance is needed within an additional two (2) hours response time (an aggregate of 2 and ½ hours from the time of the initial remote alarm.) For non-critical failures, maintenance personnel shall arrive at the Government installation where remedial maintenance is needed no later than 12:00 noon the following business day (Monday through Friday, except Federal holidays). If maintenance personnel fail to arrive at the installation within the specified response time, the Contractor shall grant a credit to the Government for time in excess of that specified and up to the actual arrival time. See section 11.

## 8. REMEDIAL MAINTENANCE

The Contractor shall provide remedial maintenance service on an on-call basis with the response time specified above during the principal period of maintenance at the fixed monthly charges specified in this contract.

Resident on-site maintenance is not required; however, in recognition of the advantages of on-site maintenance, the Government will accommodate the Contractor's needs for reasonable work space if on-site maintenance is proposed and accepted.

The Contractor shall perform remedial maintenance upon receiving a remote alarm or after notification by the Government that equipment covered hereunder is inoperative. The Contractor shall provide the Government with a designated point(s) of contact and make arrangements to enable its maintenance representative to receive such notification, or provide an answering service

or other continuous telephone coverage to permit the Government to make such contact, or provide other electronic means of notification reasonably calculated to effect a notice which will ensure compliance with the response time requirement.

By mutual agreement and, when necessary, with the guidance of the Contractor, the Government will furnish personnel to effect repairs using Contractor-supplied parts. The Government contemplates furnishing personnel to effect replacement of all telephone sets via replacement and shipment (at Government expense) of the defective unit to the Contractor for repair/replacement. Return shipment to the Government shall be at Contractor expense.

## 9. REPAIR PARTS - NEW OR EQUAL

Only new commercially available parts or parts equal in performance to new parts shall be used in effecting repairs. In order to ensure compatibility, all replacement parts provided by the Contractor shall be the same vintage as the defective part, or newer. Parts which have been replaced shall become the property of the Contractor.

## 10. MALFUNCTION REPORTS

Upon the completion of each maintenance call, the Contractor shall provide the information listed below:

- (1) Date and time notified
- (2) Date and time of arrival
- (3) Type and serial numbers of equipment
- (4) Description of malfunction
- (5) Date and time device was returned as functional
- (6) Service call reference number
- (7) Description of action taken, repairs made, parts replaced

## 11. MAINTENANCE RESPONSE TIME CREDITS

Except for delays arising from causes beyond the control and without the fault or negligence of the Contractor, if the Contractor's maintenance personnel fail to arrive at the site within the response time set forth in Section 5, the Contractor shall grant a credit to the Government for time in excess of the specified response time and up to the actual arrival time.

The amount of creditable hours for failure to arrive within the response time designated in Section 5 shall be accumulated for the month and adjusted to the nearest hour. The amount of credit for each hour in excess of the specified response time shall be computed at the rate of \$300.00 per hour. The total credit during any month shall not exceed the aggregate total charge for that month.

## 12. MAINTENANCE CREDIT FOR EQUIPMENT DOWNTIME

If equipment remains unusable due to a malfunction of the equipment and/or its operating software, through no fault or negligence of the Government, for a period of four (4) consecutive hours or more than three (3) non-consecutive outages of any duration during a twenty-four (24) hour period, the Contractor shall grant a credit to the Government for each hour of downtime in the amount of one-half (1/2) percent of the monthly maintenance charges due for the affected equipment under this contract, plus similar credits for any other equipment covered under this contract not usable as a result of the malfunction. No credit shall accrue to the Government during those periods when the Contractor is denied access to the equipment and the amount of credit granted under this paragraph for each machine shall not exceed one-thirtieth (1/30) of the monthly maintenance charge for the machine(s) for any calendar day. Credit for equipment or software

malfunctions shall be computed to the nearest half or whole hour. However, no credit shall be due the Government for operating software malfunctions when (i) the malfunction is not attributed solely to the Contractor-supplied software and/or (ii) the Government has made any additions or alterations or otherwise modified the operating software. During a period of downtime, the Government may use operable equipment when such action does not interfere with remedial maintenance.

### 13. PERIOD OF DOWNTIME

Downtime for each incident shall start from the time the Government reports the problem (or makes a bona-fide attempt to contact the Contractor's designated representative) until the machine(s) is (are) returned to the Government in proper operating condition, except that downtime shall not start until the beginning of the next principal period of maintenance (PPM) for a machine if reported outside the PPM for that machine.

At the request of the Contractor, the Government shall make available not only the failed equipment, but also those machines which the contractor must use to accomplish such repairs.

Downtime shall not accrue when the malfunction is not caused solely by the Contractor-supported equipment or is attributable to items not supplied and maintained by the Contractor such as data transmissions or communication lines; or, by fault or negligence of the Government including its obligation to maintain the installation site in accordance with the original equipment manufacturer's specifications.

### 14. COMPLIANCE WITH GOVERNMENT LAWS, RULES, AND REGULATIONS

While the Contractor's personnel are at the Government facility, the Contractor is responsible for compliance with all laws, rules and regulations governing conduct with respect to health and safety - not only as they relate (i) to its employees and agents, but (ii) also to other personnel who are Government employees or agents of the Government and to property at the site regardless of ownership. While on Government premises and in possession of Government property, the Contractor is responsible for such property and any damages thereto.

### 15. CERTIFICATE OF MAINTAINABILITY

(a) At such time as the contract is terminated, expires contractually or otherwise not extended, or upon request by the contracting officer at any time, the Contractor shall issue, within five (5) working days, a "Certificate of Maintainability" for all equipment then maintained under this contract.

(b) The certificate shall state that preventive maintenance in accordance with the specifications of the Original Equipment Manufacturer (OEM) has been performed and that the equipment is performing in accordance with the OEM's specifications such that the OEM (or the OEM's successor in interest) commits that it would assume maintenance of the equipment [or the OEM certifies that the equipment is eligible for maintenance] (including but not limited to repair or inspection charges) if such maintenance were assumed effective the day after the Contractor's performance ceases. The Contractor is responsible for bearing all costs associated with obtaining such certification at no separate charge to the Government.

(c) Should the Contractor fail to issue the required Certificate of Maintainability in accordance with this clause, or should any equipment fail to perform in accordance with the certification, the Contractor shall be liable to the Government for any reasonable costs incurred by the Government for the purpose of bringing the equipment up to the required maintainable level.



ATTACHMENT A, LIST OF EQUIPMENT TO BE MAINTAINED, WILL BE INSERTED HERE UPON  
RECEIPT OF CORRECTED LIST



NOTE: This solicitation is being conducted in accordance with the test procedures for certain commercial items at Federal Acquisition Regulation (FAR) Subpart 13.5

#### 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (MAR 2000)

(a) *Standard industrial classification (SIC) code and small business size standard.* The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show---

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) 'Remit to' address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late offers.* (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it is the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to---- GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Department of Defense Single Stock Point (DoDSSP), Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained ----

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home

page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfor@mail.dnb.com](mailto:globalinfor@mail.dnb.com).

#### ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (NOV 1999)

In addition to the items specified in the solicitation provision above, the following information is necessary to enable proper evaluation of offers in response to this solicitation:

Offerors should ensure that the technical description of the proposed method for providing the maintenance services, as noted at paragraph (b)(4), above, addresses all considerations which may relate to the technical evaluation factors listed in 52.212-2, EVALUATION -- COMMERCIAL ITEMS, below. Offerors should support their technical proposal with information such as location(s) of service technicians and repair parts; resumes of proposed service technicians, which includes their experience with the same or similar equipment; the offeror's ability to bring additional resources to bear, as needed (problem escalation plan); and description of remote monitoring and diagnostics to be utilized. Offerors should provide reference information, including name and telephone number of a customer contact, for all maintenance service contracts for similar equipment for the previous three years.

Offerors shall propose a monthly UNIT PRICE for maintenance service for all items of equipment, down to the component level where applicable. At award, the Government will specify the quantity awarded and will insert the corresponding extended amount for each line item. (See ESTIMATED QUANTITIES, below.)

Offerors shall propose maintenance prices for all periods of the term of the contract, i.e., through September 30, 2007, for all services offered. If proposed prices change over time, the offeror shall specify the prices and time periods to which they apply without ambiguity. Offerors may duplicate the pricing pages as needed.

*Addendum to paragraph (h), Multiple awards:* The Government contemplates making a single award for all services in Parkersburg, WV, and a single award for all services in Washington, DC. If the same offeror is determined to be the most advantageous to the Government for both locations, we will make a single award covering services in both locations.

#### 52.212-2 EVALUATION -- COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

##### TECHNICAL

- Ability to respond timely to service requests
- Ability to effect repairs promptly
- Qualifications of proposed personnel
- Quality of remote monitoring and diagnostics

##### PAST PERFORMANCE

- References

##### PRICE

Technical and past performance, when combined, are approximately equal to price in importance.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding

contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

#### ADDENDUM TO 52.212-2, EVALUATION -- COMMERCIAL ITEMS (JAN 1999)

##### ESTIMATED QUANTITIES

The quantities of items of equipment as stated in this solicitation are estimates. The exact quantity for each item will be specified at award.

We anticipate that the quantities awarded for the major items will, in most instances, match the estimates stated. There may be slight changes due to acquisition or disposal of equipment between issuance of the solicitation and the effective date of the contract.

##### TOTAL AWARD AMOUNT

The total award amount, which represents the maximum value of the contract, considering any increases and decreases of quantities of items over the term of the contract, will be computed based upon the total for the items and estimated quantities shown in Attachment A, plus twenty-five percent (25%) of that total.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS  
(FEB 2000)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M). (1) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. \_\_\_\_\_

(2) *Corporate Status.*

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern (other than small business concern.) [Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [ ] is, [ ] is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)* The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

(ii) *(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).)* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) *(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program---Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)*

(i) *General.* The offeror represents that either----

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no

material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]*

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It [ ] has, [ ] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Balance of Payments Program Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act--North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

*(List as necessary)*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.



Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--North American Free Trade Agreements --Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000)* If Alternate I of the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision"

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined by the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program."

Canadian End Products:

Line Item No.

_____
_____
_____

(List as necessary)

(3) *Buy American Act--North American Free Trade Agreements --Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000)* If Alternate II of the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision"

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined by the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program."

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that

there are no offers for such products or that offers for such products are insufficient to fill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.